

Office of the Deputy Mayor for Planning & Economic Development
Government of the District of Columbia
Office of Contracts
2025 M. Street NW, Suite 600 Washington, DC 20036
Phone: 202 724-8111

INVITATION FOR BIDS

SOLICITATION NO.: DCEB-DMPED-IFB-DEMO-08-91240-01

DATE OF ISSUANCE: January 9, 2008

BID DUE DATE: January 29, 2008, at 12:30 p.m.

**Demolition of Building 25 and Construction of Temporary
Parking Lot at, Reservation 13 (Hill East)**

TO: Offerors

SUBJECT: Demolition of Building 25 and Construction of Temporary
Parking Lot at, Reservation 13 (Hill East)

The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED) is seeking a contractor to provide the following services Demolition of Building 25 and Construction of a Temporary Parking Lot Reservation 13 (Hill East). Detailed information and instructions for proposal submission are attached hereto.

All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website and click “Contracting Opportunities” to download required compliance documents.

This RFP strongly encourages the participation of District of Columbia Certified Business Enterprises as certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at: www.dslbd.dc.gov .

Introduction

Office of the Deputy Mayor for Planning & Economic Development (DMPED) is soliciting bids from firms for Demolition of Building 25 and Construction of a Temporary Parking Lot Reservation 13 (Hill East).

Background of the Project

The Deputy Mayor's Office for Planning and Economic Development (DMPED) has taken over responsibility from the Anacostia Waterfront Corporation for the redevelopment of Reservation 13 (the "Site"), a 67- acre parcel which is home to the DC Jail, former DC General Hospital and other public uses. In accordance with a Master Plan approved by the DC Council in 2002, the Site will be redeveloped as a mixed-income community comprised of more than 1,000 housing units, 35,000 s.f. of retail space and several million s.f. of institutional and office uses. DMPED is coordinating infrastructure improvements and preparation of the Site for redevelopment.

The extension of Massachusetts Avenue from 19th Street to the Anacostia River is a key element in the preparation of the overall Site. Prior to constructing this road extension, however, all of the surface parking currently located in the proposed Massachusetts Avenue right of way must be relocated to an interim parking facility to be constructed at the current location of Building 25.

General Requirements

The terms and conditions that will govern any award under this solicitation are hereby cited herein by submission of this bid, bidder accepts the attached terms and conditions and shall execute the Contract, attached as Attachment A with the DMPED if selected for award.

Scope of Work

The contractor shall furnish all labor, material, tools, equipment and services for all work as indicated in the Contract Documents to demolish a six-story abandoned medical health clinic including foundations, regrade the site and provide an interim parking lot for use by an adjacent site. The contractor shall complete the following tasks:

Task 1 Removal and disposal of all asbestos containing roof sealants, roof pitch pockets and window sash sealants, including Industrial Hygienist reporting.

Task 2 Mass demolition of six-story existing concrete and masonry including footings, slab-on-grade, concrete foundation and areaway walls. Foundation removal work may be observed by DC Historic Preservation Consultant to ensure that an adjacent burial site remains undisturbed.

[The initial assessment from observations is that foundation removal operations will not interfere with the burial site.]

- Task 3 Haul demolished building materials to a recycler of building materials, & or alternately (at the option of the Contractor), may be recycled on-site and engineered for the purpose of reuse as fill
- Task 4 Cap steam utility lines including isolated removal of asbestos containing insulation and replacement in kind serving Building 25 at remote location within one half mile
- Task 5 Demolish underground tunnel structure as shown and provide enclosing bulkhead structure for remaining steam tunnel.
- Task 6 Remove existing electrical transformers, light poles and vaults serving Building 25
- Task 7 Remove identified trees and shrubs
- Task 8 Protect identified existing trees to remain in place
- Task 9 Demolish existing site manholes, fire hydrants, paving, curbs, gutters, bollards, signage and other miscellaneous site structures
- Task 10 Re-grade site sloping including provision of engineered fill material and necessary erosion control measures
- Task 11 Safely abandon existing electrical and plumbing utilities in place
- Task 12 Provide new sanitary sewer and storm pipe and storm catch basin and manhole structures
- Task 13 Provide new transformer, feeders, metering cabinet, light poles and foundations including underground electrical conduit
- Task 14 Provide new bituminous paved parking lot with bio-swale and bio-basin system to include bio-soil, erosion control burlap matting, aggregate base and geo-textile filter fabric
- Task 15 Provide parking lot striping, pre-cast concrete parking barriers, curbs and handicap signage
- Task 16 Provide new concrete sidewalks, handicapped ramps, curbs, gutters and parking lot edging
- Task 17 Provide temporary seeding and sodding
- Task 18 Provide trees, shrubs, ground cover, ornamental grasses and perennials as indicated and perforated steel edging

Performance Schedule

The Contractor shall perform all tasks in accordance with the milestone schedule outlined in **Attachment C**. The Contractor shall **Provide a separate detailed Phased Preliminary CPM schedule for review and acceptance including all milestones and activities required to complete this project**. All bids must be based on strict adherence to the requirements of this IFB, including the milestone schedule.

Bonding and Insurance

The Contractor shall procure the insurance coverages set forth in the Schedule of Insurance, attached hereto and made a part hereof as **Exhibit E**, and shall maintain such coverages in full force and effect without interruption from the date of this Agreement until one year after the date of final payment by the Owner to the Contractor under this Agreement, unless specified otherwise below or in **Exhibit E** (the “**Required Policies**” and each, a “**Required Policy**”). The insurance described in **Exhibit E** shall be placed with insurance companies that are licensed to do business, and "admitted" in the District of Columbia and who have a Best's rating of "A" or better. All Required Policies, excepting any Professional Liability policy, shall be written on an occurrence basis. Any Required Policy written on a claims-made basis shall provide uninterrupted coverage for five years after termination or expiration of this Agreement, which may be accomplished through the purchase of an extension of coverage or "tail." Contractor must cause DMPED and the District of Columbia to be maintained as additional named insured on each Required Policy except worker's compensation policies for the entire period for which each such Required Policy is to remain in effect. There shall be no exclusions or limitations on coverage due to the fact that DMPED or the District of Columbia may own or occupy any property at or about the Project. Any required general liability policy will be a Comprehensive General Liability policy written on a standard form. Contractor agrees to provide any and all legally required amounts of workers compensation insurance policies.

All Required Policies shall be endorsed to state that the coverage shall be primary and any liability coverage maintained by DMPED shall be considered excess, and a copy of such endorsement shall be provided to DMPED. In addition, each Required Policy (including policies for Subcontractors or Subconsultants) shall contain the following:

- An agreement by the insurer that such policy shall not be cancelled (including cancellation or non-renewal for non-payment of premium), amended, materially modified, or any coverages excluded or reduced, without at least thirty (30) days' prior written notice by mail to DMPED at the address specified in this Agreement;
- Policy language or an endorsement providing for cross liability/severability of interests of all insured parties;
- An endorsement listing this Agreement as an insured contract;
- Policy language preventing subrogation against the DMPED;
- The insurer's written waiver of its right to assert on behalf of DMPED governmental immunity and any other defenses not available to similarly situated private parties (unless DMPED gives the insurer its written permission to do so); and
- A provision that a notice of accident or claim to the insurer by DMPED shall be deemed notice by all insured under the policy.

All Required Policies shall be primary protection for losses due to the Contractor's operations.

Contractor shall provide a bid bond in the penal sum of five percent (5%) of the total amount of its bid and performance and payment bonds in the amount of fifty percent (50%) of the total amount to be paid to Contractor under this Agreement. All such bonds shall be in a form and from a source acceptable to DMPED, in its sole discretion. DMPED may require additional performance and payment bond protection (in the form of an increase to the penal sum of the bonds or additional bonds) if the Contract Price is increased.

The Contractor shall furnish all executed bonds, and any insurance certifications including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Specifications, or otherwise specified by the Contracting Officer, but in any event, before starting work.

Bidding Process and Evaluation

A. Selection DMPED intends to award a Contract to the lowest priced, responsible and responsive bidder. The award of a Contract will be at DMPED sole discretion, and this IFB may or may not result in a contract award. DMPED may retain and receive input and advice from advisors to assist with its review and assessment of whether a bid is responsive. There will be no discussions with bidders prior to award.

DMPED reserves the right, among other things, to: (a) Cancel or revise this IFB; or (b) Reject all bids and re-solicit. The DMPED will not be liable for any costs incurred by bidders in the preparation and submission of bids in response to this IFB.

Bidders shall not be permitted to change proposed subcontractors after submission of bids. In addition, Bidders shall not be allowed to alter or change bids submitted after the date and time set for submission of bids outlined in this IFB.

B. Submission Package. Bidders shall submit bids on the Bid Sheet attached hereto as Attachment D. Bidders shall complete the Price Schedule and shall attach the following as described below to the Bid Sheet.

1. Key Personnel – Staffing chart showing experience and qualifications of the key personnel who will manage and staff the project, including, without limitation, the Contractor's proposed project supervisor, foremen and any other supervisory personnel. Staffing chart should demonstrate decision-making procedures and hierarchy. If any proposed Key Personnel are not current employees of the Contractor or a proposed subcontractor, the Contractor must submit a letter of commitment signed by the proposed Key Personnel indicating that they approve of the submission of their credentials, their proposed role, and that they intend to perform in the timeframes and in the role as proposed and required by the Contract.
2. Qualifications – Include technical qualification for a minimum of Three (3) projects similar in size and scope within the last ten years. Projects must include demolition and paving projects of similar dollar amount. Please provide a full description of the similar project, including location, owner, scope, and point of Contact information.
3. Detailed Schedule of Performance – After a review of CD's provide a detailed schedule including mobilization, demolition, grading, site work and demobilization. (Assumed start date of 3/1/08)

4. Project Cost Breakdown – Provide a breakdown by trade of all project cost associated for the following:
 - Daily rate for extended overhead (complete)
 - Overtime cost per disciplines
 - Daily rates for individual personnel (by discipline)
 - Equipment rates
 - Mobilization & Demobilization costs
5. Provide Unit Pricing for the following items:
 - Excavation (50 cy); including removal from the site
 - Concrete Demolition (50 cy) including removal from the site
 - Temporary Fencing (100 LF)
 - Super Silt Fence (100 LF)
 - Engineered Fill (50 cy) Compacted in place
6. Subcontracting Plan – Bidders shall submit a detailed subcontracting plan as a part of its bid outlining the mandatory 35% certified LSDBE participation. The subcontracting plan shall specify the work the certified LSDBE firm is proposed to perform, along with the identification of the staff proposed.
7. Project Understanding - Bidders shall submit a detailed breakdown of their understanding of the project and project requirements. Include milestones, schedule restraints, challenges and critical issues.

Instructions to Bidders

Bids shall be submitted in hard copy with an original and three (3) copies in a sealed envelope by **Tuesday January 29, 2008, at 12:30 p.m EST** to the following address:

Deputy Mayor's Office for Planning and Economic Development
Contracts Office
2025 M Street, NW Suite 600
Washington, DC 20036

ATTN: **Jacqueline Harrison**, Contract Specialist

Late bids will not be accepted or considered.

Alternate bids are not permitted.

Facsimile or electronic bids are not permitted.

Questions regarding this solicitation must be submitted via email to **Jacqueline.Harrison@dc.gov** by **2:00 p.m., EST on January 17, 2008**.

Responses to questions will be transmitted by email to all bidders by **January 18, 2008**. Responses to any questions received will not alter or change the terms and conditions of this IFB. If the IFB is changed in any way, a formal amendment to the IFB will be issued by the DMPED Contracting Officer.

Pre-Bid Conference

DMPED will conduct a pre-bid conference that may include a site visit on **January 16, 2008 at 11:00 AM EST**. Bidders should utilize this site visit to familiarize themselves with the site conditions. This site visit is not mandatory. However, prospective bidders are encouraged to attend the pre-bid conference and site visit to ensure that they have the capabilities necessary to be considered a responsible bidder.

Bid Opening

Bids will be opened on **Tuesday, January 29, 2008, at 12:30 p.m. EST** at the offices of the DMPED at 2025 M Street, N.W., Suite 600, Washington, D.C. 20036 by an authorized DMPED agent and bid amounts will be read aloud. All bidders are encouraged to attend.

Post-Award Conference

None anticipated at this time.

Type of Contract

The DMPED anticipates the award of a firm-fixed-price contract resulting from this solicitation.

Period of Performance

All work should be completed within **190 calendar days** from the receipt of a building permit and issuance of a Notice to Proceed. DMPED has already applied for the building permit.

When providing the bid the contractor must include a demobilization period (TBD) after completion of the project. Safety & Traffic Control measures must be removed and reinstalled when work begins.

Place of Performance

All performance pursuant to the anticipated contract shall be completed in the District of Columbia.

Payment

Payments shall be made to the Contractor monthly based on accepted and compliant billings based on the Contractor's percentage of completion of the Services. The contractor is required to submit certified payrolls to the DMPED as a prerequisite for payment under the contract issued as a result of this IFB.

Authorized Workers

Only the Contractor and its employees, authorized agents and subcontractors are allowed to perform the requirements of the anticipated contract. Employees will be paid the prevailing wage in accordance with provisions of the Davis-Bacon Act. Certified payrolls must be submitted weekly to the DMPED.

Permits and Fees and Utilities

Permits and fees are the responsibility of the awardee, not DMPED. Inability to obtain the necessary permits within a reasonable period so as to compromise the period of performance shall be grounds for termination of the contract.

Utility services at the worksite are the responsibility of the contractor, not DMPED or other party. Inability to obtain the necessary utilities to complete performance to standard shall be grounds for termination of the contract.

Clean-Up and Right-of-Way and Private Property

At the end of each workday, the Contractor shall clean sidewalks, streets and private property, if applicable, of any debris, dirt and dust caused by the demolition operation. Clean-up must be in accordance with applicable City laws and ordinance and must be to the satisfaction of the DMPED

The contractor will insure that the worksite is adequately marked and that safety precautions, including any necessary fencing or directive personnel, are sufficient to prevent injury to either the public or site workers. Accident prevention is the responsibility of the contractor, not DMPED.

Bid Acceptance Period

Bidders agree by submission of bids to the bid acceptance period of 90 days from the due date for submission of bids.

Flow Down of Clauses/Provisions

All clauses applicable to the Contractor shall flow down and be applicable to subcontractors, joint ventures or teaming arrangements.

Key Personnel

Contractors shall provide resumes of key personnel proposed to work on any resultant contract awarded as a result of this solicitation. Key personnel shall not be removed or substituted without prior written consent of the Contracting Officer. The Contractor shall notify the Contracting Officer in writing within 5 calendar days prior to removing or replacing any key personnel. The Contracting Officer shall approve or disapprove the proposed substitution in writing within five (5) calendar days after written notice thereof.

Technical Data Rights

The Contractor shall not use, disclose, reproduce or otherwise disclose to any persons any technical information or data licensed for use by the DMPED that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract.

Disclosure of Information.

Any information made available to the Contractor by DMPED shall be used only for the purpose of carrying out the provisions of an awarded contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. Furthermore, must be consulted and asked for approval whenever a Contractor proposed to identify DMPED as its client or former client to third parties. DMPED precludes mention of any DMPED matters in seminars, speeches or discussions with third parties absent the prior written consent of DMPED.

In the performance of any contract, the Contractor assumes the responsibility for protection of the confidentiality of all DMPED records and/or protected data provided for performance under the contract and shall ensure that all work performed by any subcontractor is subject to the disclosure restrictions set forth above and all subcontract work to be performed under the supervision of the Contractor or its employees.

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

Retention of Bids Applications

All pricing documents will be the property of the District and will be retained by the District, and therefore will not be returned to the Contractor.

Acknowledgement of Amendments

The Contractor shall acknowledge receipt of any amendment(s) to this request by (a) signing and returning the amendment or (b) by identifying the amendment number and date upon proposal submission. Contractors' failure to acknowledge an amendment may result in rejection of the proposal.

Legal Status of Applicant

Each Contractor must include the following information with their firm/team:

- Name, address, telephone number and federal tax identification number;
- District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Contractor shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and,
- If the Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming contracts.

The DMPED reserves the right to request additional information regarding the Contractor's organizational status.

Legal Conflicts of Interest

The Contractor shall provide with its proposal notice to DMPED of any potential conflicts of interest it may have or foresee in connection with its proposed representation of DMPED. Waivers of conflicts on interest will be made on a case-by-case basis in the sole discretion of the General Counsel of the DMPED.

Vendor Submission of Certification

Any vendor seeking to submit an offer as an LSDBE in response to this IFB must submit a copy of the LSDBE letter of certification from the DSLBD at the time of proposal submission. If Contractor fails to submit the required LSDBE letter of certification with the proposal, the Contractor will not be awarded LSDBE points.

For further information on the LSDBE certification process, vendors are encouraged to contact the Department of Small and Local Business Development (DSLBD) at (202) 727-3900.

Penalties for Misrepresentation

Any material misrepresentation could result in termination of the contract, the contractor's liability for civil and criminal action with District laws, including debarment.

Notice of Award

The Contractor shall be notified in writing of any award pursuant to this solicitation.

Advances Payments

The DMPED will not make advanced payments in conjunction with this contract.

Availability of Funds

The DMPED's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of DMPED for any payment that may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, be confirmed in writing by the Contracting Officer.

Attachment A

Contract Terms and Conditions

All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website at www.dcbiz.dc.gov and click “Contracting Opportunities” to download required compliance documents.

Attachment B

Plans and Specifications

SPECIFICATIONS—TABLE OF CONTENTS

DIVISION 01

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012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013233	PHOTOGRAPHIC DOCUMENTATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
017300	EXECUTION
017329	CUTTING AND PATCHING
017330	ASBESTOS ABATEMENT PROCEDURES
017360	SAFETY AND HEALTH
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017839	PROJECT RECORD DOCUMENTS

DIVISION 02

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027410	HOT-MIX ASPHALT PAVING
027510	CEMENT CONCRETE PAVEMENT

DIVISION 04

042000	UNIT MASONRY
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DIVISION 16

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162710	PAD-MOUNTED DISTRIBUTION TRANSFORMERS

DIVISION 31

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312000	EARTH MOVING
312319	DEWATERING

315000 EXCAVATION SUPPORT AND PROTECTION

DIVISION 32

329000 LANDSCAPING
329200 TURF AND GRASSES

DIVISION 33

330501 COMMON WORK FOR UTILITIES

PHASE A— DEMOLITION OF BUILDING NO. 25
(ALL PLAN SHEETS ARE DATED OCTOBER, 2007, IN THE TITLE BOX; THE
COVER SHEET INCLUDES A LABEL: FINAL SUBMISSION FOR PERMITS,
OCTOBER 16, 2007)

<u>SHEET NO.</u>	<u>DRAWING</u>	<u>DESCRIPTION</u>
1	G-01	COVER SHEET
2	G-02	DEMOLITION NOTES AND LEGEND
3	EX-01	EXISTING CONDITIONS PLAN
4	DM-01	SITE DEMOLITION PLAN
5	DM-02	UTILITY DEMOLITION PLAN
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PHASE B—INTERIM PARKING LOT FACILITY (SOUTH)
(ALL PLAN SHEETS ARE DATED SEPTEMBER, 2007, IN THE TITLE BOX;
THE COVER SHEET INCLUDES A LABEL: FINAL SUBMISSION FOR
PERMITS, OCTOBER 16, 2007)

<u>SHEET NO.</u>	<u>DRAWING</u>	<u>DESCRIPTION</u>
1-4	G-01 THRU G-04	GENERAL PLANS
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17	SM-01	SIGNING AND PAVEMENT MARKING PLANS
18-22	E-01 THRU E-05	LIGHTING PLANS
23-30	L-01 THRU L-08	LANDSCAPING

Attachment C

Schedule Milestones

1. Preconstruction - Kickoff meeting.....Within 7 days after Award
2. Construction Prerequisite Documentation.....Two weeks from NTP
 - a. Preliminary Construction Schedule
 - b. Proof of Insurance
 - c. Performance & Surety Bond
 - d. SWPPP (as required)
 - e. Safety Plan
3. Submittal Completion (as required).....45 days from NTP.
4. Completion of Northern Parcel.....190 calendar days from NTP
5. Project Close-out.....10 days from substantial completion

Attachment C – Project Milestones

<u>Key Milestone</u>	<u>Calendar Days after Notice to Proceed</u>
Mobilization	7
Site complete	190

Attachment D – Bid Form

Vendor Name: _____

Address: _____

Phone/Fax: _____

Firm Fixed-Price Bid

Item	Quantity	Units	Total Price
1. Provide all labor, supervision, materials, supplies and equipment required to demolish Building 25 and Construction of a Temporary Parking Lot Reservation 13 (Hill East) in accordance with the scope of work Tasks 1 thru 18 and conditions of this solicitation.	1	LS	
2. Provide bonding as required under the Terms and Conditions of this solicitation.	1	LS	
3. Provide insurance as required under the Terms and Conditions of this solicitation.	1	LS	
Total Firm-Fixed Price¹			

¹Bidder's bids shall remain valid and open for acceptance by DMPED for a minimum of 90 days

Bidder and Subcontractor Information (Attach LSDBE certifications for Bidder and Subcontractors)

Name	LSDBE (Y/N)	Ward 8 (Y/N)	Value of Subcontract	Percentage (%) of Total Bid

By submission of this bid, bidder accepts the attached terms and conditions and agrees to enter into Contract with the DMPED if selected for award.

Submitted by:
(Name/Title) _____

Signature: _____ Date: _____

DCEB-DMPED-IFB-DEMO-08-91240-01
Demolition of Building 25 and Construction
of Temporary Parking Lot Reservation 13 (Hill East)

Attachment E

Insurance Requirements

Contractor shall procure and maintain for the Term of the Agreement the following policies of insurance, which shall be secured from insurance companies rated "A/VI" or better by the then current edition of Best's Insurance Reports published by A.M. Best Company:

Commercial General Liability Insurance with coverage for Contractor's operations, including but not limited to coverage for premises/operations, products/completed operations, contractual and personal/advertising injury liabilities with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage and aggregate limits of not less than Two Million Dollars (\$2,000,000). If the Commercial General Liability Insurance policy contains a general aggregate limit, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required limit per occurrence.

Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury with aggregate limits of not less than Two Million Dollars (\$2,000,000) and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

Workers' Compensation Insurance with coverage for all costs, benefits and liabilities under Workers' Compensation and similar laws which may accrue in favor of any person employed by Contractor for all states where the Contractor will be performing services for DMPED with a waiver of subrogation in favor of DMPED and Employer's Liability Insurance with limits of Five Hundred Thousand Dollars (\$500,000) per accident or disease and Five Hundred Thousand Dollars (\$500,000) aggregate by disease.

Umbrella Liability Insurance with coverage of not less than Three Million Dollars (\$3,000,000).

Each insurance policy shall name the District of Columbia and DMPED as additional named insured and provide that it shall not be cancelled or materially changed without at least thirty (30) days prior written notice to DMPED and the District of Columbia. Contractor shall furnish to DMPED concurrently with the execution of this Agreement and upon each renewal thereafter, certificates of insurance, or upon the request of DMPED copies of the insurance policies required to be maintained hereunder evidencing that such coverage is in full force and effect. If Contractor does not provide DMPED with certificates of insurance or if in the opinion of DMPED such policies do not afford adequate protection to DMPED, DMPED shall so advise Contractor of the deficiency. Contractor shall furnish appropriate documentation to DMPED within fifteen (15) days of advice from DMPED. If Contractor fails to furnish appropriate documentation, DMPED shall have the right, at its sole discretion, to (i) withhold

payments from Contractor until evidence of acceptable insurance is provided, or (ii) immediately terminate this Agreement. Failure to obtain and maintain required insurance shall not relieve Contractor of any obligation contained in this Agreement. Additionally, any approval by DMPED of any of Contractor's insurance policies shall not relieve Contractor of any obligation contained in this Agreement, including liability for claims in excess of described limits.